

**Sheri L. Wainscott**

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**From:** Robbie Ferris <RFerris@sfla.biz>  
**Sent:** Thursday, November 12, 2015 9:06 PM  
**To:** Keith R. Powell  
**Subject:** Re: HCS contracts  
**Attachments:** image001.png

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Ok

I understand, I will go back and look at my rfp version again  
I do think many of my comments would accrue to the benefit of the district  
As well as to us  
Robbie

Sent from my iPhone

On Nov 12, 2015, at 10:12 AM, Keith R. Powell <[kpowell@chlds-halligan.net](mailto:kpowell@chlds-halligan.net)> wrote:

Thanks. I ran it in "variance check" mode this time, so as I told your colleagues, it looks quite different from the earlier version but I didn't actually change all that much in the text. I think a lot of these were in the one published in the addendum, but that does not mean we cannot make reasonable adjustments. However I'll have to do more discussions with HCS about anything that changes from the original that is not just filling in blanks.

Keith R. Powell  
Childs & Halligan, P.A.  
Columbia, South Carolina  
[www.chlds-halligan.com](http://www.chlds-halligan.com)  
(803) 254-4036

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**From:** Robbie Ferris [<mailto:RFerris@sfla.biz>]  
**Sent:** Wednesday, November 11, 2015 9:08 PM  
**To:** Keith R. Powell  
**Subject:** HCS contracts

Keith,

I might have been looking at the wrong document but it looks like you made a lot of changes to the contract issued in the RFP. Most of the changes are fine but here are a few thoughts.

Our insurance carriers are still reviewing the contract and I will get you their comments, if any asap:

- 1.1.3-The projects physical characteristics should refer back to the design builders proposal
- 1.1.9- This should also reference the design builders proposal
- 1.4.1-The design build proposal should be attached to make it a part of the design build documents

- 2.1- I would prefer to leave this article in the contract. Our team members relied on this provision being in the contract when developing the proposal.
- 2.1.4.1- With this project moving as fast as it is supposed to move, paying within 30 days is far more reasonable than 45 days. Is there a reason HCS can't pay within 45 days. We usually try to pay contractors within 7 days on projects that we own and it is serious motivator. When you pay fast you have lots of leverage with subs.
- 2.1.4.1-Some interest should be paid on late payments. 1% per month is normal. Do they have problems with paying their bills on time?
- 5.7.2- Line 5 and line 7 - can we change 14 days to 7 days - this job needs to move fast.
- 5.14.3- Why would the owner not be responsible to the DB if the owners consultant damage the work. For example- the owners technology contractor destroys the ceilings the day before the building opens. Why should the owner not be responsible to the design builder in this case?
- 6.3.7- Can we add language that clarifies that the post occupancy services will not delay closeout and release of retainage.
- 7.2.3-Is there a reason that you deleted zoning variances? I doubt a variance is required but unless I am missing something the owner is responsible for getting variances if required.
- 9.7 - Given the speed of this project can we change this back to 7 days
- 10.3- According to the addendum I recall that the owner is responsible for removal of Haz Mat at MB middle. Should we acknowledge this in the contract so that everyone is clear about this?
- 12.3.2- I don't think it's reasonable for the owner to be able to terminate the contract and then use the construction documents and, further, if there is a problem make the Design Builder and Architect responsible for that problem. I would leave this "as is" in the original contract.
- 13.2.4.3- Why is it not fair for the DB to make a reasonable profit if the owner cancels the contract. We could define what reasonable is if you would be more comfortable.
- A.3.1.6- Design Builders assumptions and clarifications:  
The design builders proposal dated xxx is acceptable to the owner and is determined by the owner to comply with the requirements of the RFP.
- A.4.1.and A.4.2 We will get you the info to fill in blanks asap.

<image001.png>

Robert W. Ferris, AIA, REFP, LEED AP  
CEO/President  
SfL+a Architects  
333 Fayetteville Street, Suite 225  
Raleigh, NC 27601  
Cell: 919.610.2251  
Fax: 919.573.6355  
[rferris@sfla.biz](mailto:rferris@sfla.biz)  
[www.sfla.biz](http://www.sfla.biz)

"I'd put my money on solar energy... I hope we don't have to wait till oil and coal run out before we tackle that." Thomas Edison, in conversation with Henry Ford and Harvey Firestone, March 1931.